

Division Director

# State of Utah DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203 801-538-5340

April 14, 1992

Ms. Eileen F. Sollars Ash Grove Cement Company 8900 Indian Creek Parkway, Suite 600 P.O. Box 25900 Overland Park, Kansas 66225

Dear Ms. Sollars:

Re:

<u>Division Approval of Permit Transfers and Replacement Reclamation</u>
<u>Sureties, Ash Grove Cement Company, Leamington Quarry - M/023/004, Navajo Sandstone - M/023/010, and Nielson Quarry - M/023/012, Juab County, Utah</u>

The Division has completed its review of the permit transfer documents and the replacement reclamation surety documents for the above referenced mine properties. All documents have been found to be in order and this letter is formal notification of our acceptance and approval of same. We have forwarded copies of the surety documents to the appropriate District and/or Resource Area offices of the Bureau of Land Management and the U.S. Forest Service.

Enclosed for your reference and files are approved copies of the recently processed documents (permit transfers, reclamation contracts & surety riders) and the original reclamation contract agreements (with copies of the surety bonds) held by this Division under the name of Ash Grove Cement West, Inc. The original surety bond for the Leamington Quarry and processing plant is held by the U.S. Forest Service (obligee) and is not enclosed. Formal release of that original surety should be addressed directly to that agency (Fishlake National Forest, Richfield District Office).

Page 2 Eileen F. Sollars M/023/004 April 14, 1992

Thank you for your patience and cooperation in this regard. Please contact me should any questions or concerns remain.

Sincerely,

D. Wayne Hedberg Permit Supervisor

Minerals Regulatory Program

jb

Attachments

Attaciments

Terry Kerby, Leamington Quarry/Plant Rex Rowley, House Range RA, BLM J. Kent Taylor, Fishlake National Forest

Lowell Braxton, DOGM

M023004.1



### State of Utah

DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203 801-538-5340

April 8, 1992

Mr. F. Rex Rowley Bureau of Land Management House Range Resource Area P. O. Box 778 Fillmore, Utah 84631

Dear Mr. Rowley:

Re: Reclamation Surety, Ash Grove Cement Company, Navajo Sandstone Quarry, M/023/010; and Nielson Quarry, M/023/012, Juab County, Utah

On January 27, 1992, the Division received surety riders for reclamation sureties from Ash Grove Cement Company (formerly Ashgrove Cement West, Inc.). The sureties are for the Navajo Sandstone Quarry and the Nielson Quarry. The riders provide for a change in the operator's name only and do not affect the surety amounts. The riders do not list the BLM as an "obligee". Under the current MOU between the Division and the BLM, the Division may hold a surety on behalf of the BLM.

The Division will continue to hold the reclamation sureties for these two mining operations and will not release these sureties without receiving written consent from the BLM. Copies of the latest surety changes are enclosed for your file reference. Please contact the Division if you have any questions or concerns regarding this transaction.

Sincerely,

D. Wayne Hedberg

Permit Supervisor

Minerals Regulatory Program

jb

Enclosures

cc: Ter

Terry Kerby, Leamington Quarry

Eileen F. Sollars, Ash Grove Cement Co.

Bond files M/023/010, M/023/012



Dianne R. Nielson, Ph.D.

Division Director

# State of Utah DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS AND MINING

355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203 801-538-5340

April 8, 1992

Mr. Terry Kerby Ash Grove Cement Company P. O. Box 51 Nephi, Utah 84648

Dear Mr. Kerby:

Re: Transfer of Mining Operations, Ash Grove Cement Company, Learnington Quarry, M/023/004; Navajo Sandstone Quarry, M/023/010; and Nielson Quarry, M/023/012, Juab County, Utah

Enclosed please find copies of the fully executed and signed Reclamation Contracts and transfer notices for the Leamington Quarry, the Navajo Sandstone Quarry and the Nielson Quarry which are now formally transferred from Ashgrove Cement West, Incorporated to Ash Grove Cement Company. The transfers and Reclamation Contracts were signed by the Chairman of the Board of Oil, Gas and Mining and the Director of the Division of Oil, Gas and Mining on the effective date of March 30, 1992.

Riders for the three sureties were provided to the Division at the time of the merger. The riders provide for a change in the operator's name only and do not affect the surety amounts. The original surety for the Leamington Quarry is held by the USFS, USA - U.S. Dept of Agriculture and the rider for this surety will be sent to the USFS, Fish Lake National Forest. The Division will hold the sureties for the Nielson Quarry and the Navajo Sandstone Quarry. The riders for the Navajo and Neilson operations do not jointly list the BLM, although BLM lands are involved. Under the current MOU, the Division may hold a surety for the BLM; however, written consent from the BLM must be received by the Division prior to any surety release for these two operations.

Page 2 Terry Kerby Ash Grove Cement Co. April 8, 1992

Thank you for your patience and assistance in this transfer process. Please do not hesitate to contact me if you have any questions regarding this letter.

Sincerely,

Anthony A. Gallegos Reclamation Engineer

jb Enclosures Ashgrove FORM MR-TRL (Revised March 1991)

3.

For Division Use:

File No.: M/023/0/2

Effective Date: 3-30-92

DOGM Lead:

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

### TRANSFER OF NOTICE OF INTENTION LARGE MINING OPERATIONS

---00000---

| 1. | (a) | Notice of intention to be transferred (file number): M/023/012  |
|----|-----|---|
|    | (b) | Name of mining operation:Nielson Quarry   |
|    | (c) | Location of mining operation (county):Juab  |
|    | (d) | Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):  |
|    | 1   | Ash Grove Cement West, Inc. (801) 857-2380 P. O. Box 51   |
|    |     | Nephi, Utah 84648   |
| 2. | (a) | Name, telephone number and mailing address of the operator aquiring the notice of intention (transferee):  Ash Grove Cement Company (801) 857-2380  |
|    | •   | P. O. Box 51 Nephi, Utah 84648  |
|    | (b) | Name, telephone number and address of the authorized representatives of<br>the Transferee to whom any notices under the provisions of the Utah<br>Mined Land Reclamation Act may be sent: |
|    |     | Terry R. Kerby, Technical Supervisor (801) 857-2380 P. O. Box 51  |
|    |     | Nephi, Utah 84648   |
|    |     | •   |

(a) The total disturbed area identified in the approved notice of intention: 40 acres...

- (b) The actual number of acres disturbed by the operation through date of transfer: 7.88 acres
- (c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
- 4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

1 11 ..

| STATE OF KANSAS  COUNTY OF JOHNSON   | )) ss)  |  |  |  |
|--|---|--|--|--|
| SWORN STATEMEN   | NT OF TRANSFEROR  |  |  |  |
| I, George M. Wells being   | first duly sworn under oath, depose and say                         |  |  |  |
| that I am President (office  | r or agent) of Ash Grove Cement West, Inc.                          |  |  |  |
| (Corporation/Company Name); and that I a   | am duly authorized to execute and deliver                           |  |  |  |
| the foregoing obligations; that I have read  | the said application and fully know the                             |  |  |  |
| contents thereof; that all statements contain  | ned in the transfer application are true and                        |  |  |  |
| correct to the best of my knowledge and be   | elief. By execution of this statement I certify                     |  |  |  |
| that the Transferor is in full compliance with                                       | th the Utah Mined Land Reclamation Act, the                         |  |  |  |
| Rules and Regulations promulgated thereunder, and the terms and conditions of Notice |   |  |  |  |
| of Intention No. M/023/012.  | ASH GROVE CEMENT WEST, INC.   |  |  |  |
|  | Signature  George M. Wells  Name (Typed or Print)  President  Title |  |  |  |

Notary Public Residing at: Overland Park, Kansas

My commission Expires:

April 10 , 1994.

|            | 100     |       |
|------------|---------|-------|
| STATE OF   | KANSAS  |       |
|            |         | ) ss. |
| COUNTY OF_ | JOHNSON | <br>  |
|            |         |       |
|            |         |       |
|            |         |       |

|             | FINAL SWORN STATEMENT OF TRANSFEREE  |              |
|-------------|--|--------------|
|             | THE STORY STREET OF TREETED  |              |
|             |  |              |
|             | Donald R. Young being first duly sworn under oath, depose an   | d say that I |
|             | am Vice President - Operations (officer or agent) of Ash Grove Cement (  | ompany       |
|             | (Corporation/Company Name); and that I am duly authorized to execute as  | ıd deliver   |
|             | the foregoing obligations; that I have read the application and fully unders   | tand the     |
|             | contents thereof; that all statements contained in the transfer application as   | e true and   |
|             | correct to the best of my knowledge and belief. By execution of this statem  | ent, the     |
|             | Transferee agrees to be bound by the terms and conditions of Notice of Inte  | ention       |
|             | No. M/023/012 , the Utah Mined Land Reclamation Act, and the Rules and   | Regulations  |
|             | promulgated thereunder.  ASH GROVE CEMENT COMPANY  |              |
|             | By Woold R. Young  |              |
|             | Donald R. Young  |              |
|             | Name (Typed or Print)  |              |
|             | Vice President - Operation   | S            |
|             | Title  |              |
| , and       | December , 19 9  | <u>1</u> .   |
| Summing Sum | Betty L. M' Can  | ~            |
|             | Notary Public  |              |
| =0          | Residing at: Overland Park,  | Kansas       |
| This        | THE TANK THE STATE OF THE STATE |              |
| ,           | 105 commission Expires:  |              |

April 10 , 19 94.

#### CERTIFICATION OF APPROVAL

- This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:
  - (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A".
  - (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
  - The transferee, or such other person as required by UCA 1953, Title 40-8, has (c) acquired legal right to mine for lands described in Appendix "A".

| COMMEN | ITS: |  | · |      |
|--------|------|--|---|------|
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|        |      |  |   |      |

APPROVED:

Dianne R. Nielson, Director

Division of Oil, Gas and Mining

Effective Date:

NOI No .:

MR-TRL

Was

c) SE 1/4 of Section 11, Township 14 South, Range 3 West, SLM, Juab County, Utah.

| Claim Name | BLM Serial # |
|------------|--------------|
| SS8        | UMC 299088   |
| SS9        | UMC 299089   |
| SS12       | UMC 299092   |

FORM MR-RC Revised October 23, 1991 RECLAMATION CONTRACT

Page 1 of 9

File Number <u>M/023/0/2</u> Effective Date <u>3-30-92</u>

## STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES DIVISION of OIL, GAS and MINING

355 West North Temple 3 Triad Center, Suite 350 Salt Lake City, Utah 84180-1203 (801) 538-5340

#### RECLAMATION CONTRACT

---00000---

| For the purpose of this RECLAMATION as follows:               | I CONTRACT the terms below are defined |
|---|--|
| "NOTICE OF INTENTION" (NOI): (File No.)                       | M/023/012                              |
| (Mineral Mined)   | Sandstone                              |
| "MINE LOCATION":  |  |
| (Name of Mine)  | Nielson Quarry                         |
| (Description)   | SE 1/4 of Section 11, Township         |
| •   | 14 South, Range 3 West, SLM,           |
|   | Juab County, Utah.                     |
| "DISTURBED AREA":<br>(Disturbed Acres)<br>(Legal Description) | 40 acres (refer to Attachment "A")     |
| "OPERATOR":   |  |
| (Company or Name)   | Ash Grove Cement Company               |
| (Address)   | P. O. Box 51                           |
|   | Nephi, Utah 84648                      |
| (D) \   |  |
| (Phone)   | (801) 857–2380                         |
|   |  |

| "OPERATOR                                | l'S REGISTERED AGENT":<br>(Name)<br>(Address)                                   | C T Corporation System  |
|--|---|---|
|  | · ·   | 50 West Broadway Salt Lake City, Utah 84101   |
|  | (Phone)   | (801) 531-7090  |
| "OPERATOR                                | 'S OFFICER(S)":   | George M. Wells, President Richard E. Cooke, Vice President - Western Stephen E. Sheridan, Vice President - Western   |
| "SURETY":                                | •   |   |
|  | (Form of Surety - Exhibit B)  | Bond Number (1990)  |
| "SURETY CO                               | OMPANY":<br>(Name, Policy or Acct. No.)   | Westchester Fire Insurance Company  |
| "SURETY AN                               | 10UNT":<br>(Escalated Dollars)  | \$122,300.00  |
| "ESCALATIO                               | N YEAR":  | 2007  |
| "STATE":<br>"DIVISION":<br>"BOARD":      |   | State of Utah  Division of Oil, Gas and Mining  Board of Oil, Gas and Mining  |
| EXHIBITS:                                | A "DISTURBED AREA":   | Revision Dates:   |
| B "SURETY":                              |   | 1/01/92   |
| between <u>A</u>                         | Reclamation Contract (hereinafter sh Grove Cement Company the Mining ("Board"). | referred to as "Contract") is entered into "Operator" and the Utah State Board of   |
| Intention (NC Division of O Sections 40- | OI) File No. <u>M/023/012</u> whi   | ct mining operations under Notice of ich has been approved by the Utah State er the Utah Mined Land Reclamation Act, I, (1953, as amended) (hereinafter and |

Page 2 of 9

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

- 1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
- 2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Exhibit B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
- 3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
- 4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
- 6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections

are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

- 7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
- 8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
- 9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
- 10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
- 11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
- 12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

| SO AGREED this 30 day of MARCH                        | _ 19 <u>9</u> Z |
|---|-----------------|
| ASH GROVE CEMENT COMPANY                              |                 |
| Operator Donald R. Young, Vice President - Operations |                 |
| Operator Donald R. Young, Vice President - Operations |                 |

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

RY

James W. Carter, Chairman

Utah State Board of Oil, Gas and Mining

| DIVISION OF OIL, GAS AND MINING:  |                             |
|---|-----------------------------|
| By Dianne R. Nielson, Director Date   | 3-30-92                     |
|   |                             |
| STATE OF Trac   |                             |
| STATE OF <u>Val</u> ) ss:<br>COUNTY OF <u>Suet Jale</u> )   |                             |
|   |                             |
| On the 30 <sup>th</sup> day of Masser appeared before me, who being duly sworn did say that he/s is the Direct Gas and Mining, Department of Natural Resources, State of Lacknowledge to me that he/she executed the foregoing document of the State of Utah. | for of the Division of Oil, |
| NOTARY PUBLIC  JANICE L. BROWN 241 East 9545 South Sandy, UT 84070  My Commission Expires August 3, 1994  STATE OF UTAH  Notary Public Residing at:   | J. Brown<br>Sandy, Wob      |
| My Commission Expires:  |                             |

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|---|---|---|---|---|---|--------|---|--|
|   |   |   |   |   |   |        |   |  |

Page 7 of 9

| ASH GROVE CEMENT COMPANY   | •  |
|--|--|
| Operator Name  |  |
|  |  |
| By <u>Donald R. Young, Vice President - Oper</u> at  | riona Dazamban 21 1001                             |
| Corporate Officer - Position   | Date December 31, 1991                             |
|  |  |
| Winald R. Young<br>Signature   | •  |
| Signature /  |  |
| STATE OF <u>KANSAS</u> ) ss:   |  |
| COUNTY OF <u>JOHNSON</u> )   |  |
|  |  |
|  | • · · · · · · · · · · · · · · · · · · ·            |
| On the 31st day of December appeared before me Donald R. You   | , 19 91 , personally                               |
| appeared before meDonald R. You  | mg who   |
| being by me duly sworn did say that he/she, th   |  |
| is the <u>Vice President - Operations</u>  | Of Ash Grove Cement Company                        |
| and duly acknowledged that said instrument wa<br>by authority of its bylaws or a resolution of its b   |  |
| Donald R. Young  |  |
| company executed the same.   | duly acknowledged to me that said                  |
|  |  |
|  |  |
| Manney L. McComm   |  |
| A Milling  | Russass  |
| I V COTARY !   | Noton Diblio                                       |
|  | Notary Públic<br>Residing at: Overland Park, Kanas |
| EN AUBLIO SE   | looking at   |
| THE PARTY OF THE P |  |
| OF Krimin  |  |
| ***************************************  | •  |
| My Commission Expires: April 10, 1994  | •  |

SURETY:

WESTCHESTER FIRE INSURANCE COMPANY Surety Company

| By MICHAEL P. FAGAN, ATTORNEY-IN-FACT 1-22-92  |
|--|
| Company Officer - Position Date  |
| Signature Signature  |
| STATE OF MISSOURI  |
| COUNTY OF JACKSON ) ss:  |
|  |
|  |
| On the 22nd day of JANUARY , 19 92 , personally  |
| appeared before me MICHAEL P. FAGAN  |
| being by me duly sworn did say that he/she, the said MTCHAEL P. FAGAN  |
| IS THE ATTORNEY-IN-FACT OF WESTCHESTER FIRE INSURANCE COMPANY  |
| and duly acknowledged that said instrument was signed on behalf of said company  |
| by authority of its bylaws or a resolution of its board of directors and said  |
| MICHAEL P. FAGAN duly acknowledged to me that said   |
| company executed the same.   |
|  |
|  |
| Canda mean to  |
| CARROL A. McALLISTER Notary Public - State of Missouri Commissioned in Jackson County My Commission Expires May 22, 1993  Canyl a McAllister Notary Public Residing at:   Langla McAllister  Notary Public Residing at:   Langla McAllister  Notary Public |
| My Commission Expires:   |

NOTE: An affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

Page 8 of 9

#### POWER OF ATTORNEY WESTCHESTER FIRE INSURANCE COMPANY PRINCIPAL OFFICE, NEW YORK, N.Y.

KNOW ALL MEN BY THESE PRESENTS: That the WESTCHESTER FIRE INSURANCE COMPANY a Corporation duly organized and existing under the laws of the State of New York, and having its administrative offices in the Township of Morris, New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint Michael P. Fagan and Carrol A. McAllister of Mission Woods, Kansas, each

|   | ,  | EXCLUSIONS LISTED BELOW:   |
|---|--|--|
| or erection                                 | osal and Final Bonds and Undertan<br>of public or private buildings, in<br>private contracts for supplies. | akings guaranteeing contracts for the construction improvements, and other works and guaranteeing  |
|   |  |  |
|   |  |  |
|   |  |  |
| and acknowledged                            | orporation thereby as fully and to<br>by the regularly elected officers<br>r own proper persons.           | the same extent as if such bonds had been duly exect of the Corporation at its offices in Morris Towns   |
| This Power of At named therein, and stated. | torney limits the act of those na<br>they have no authority to bind the                                    | amed therein to the bonds and undertakings specific<br>e Company except in the manner and to the extent the  |
| This Power of Att                           | orney revokes all previous powers  | s issued in behalf of the attorney(s)-in-fact named ab   |
| attested by its app                         | propriate officers and its corporat  | rance Company has caused these presents to be signed te seal hereunto affixed this 10th day  WESTCHESTER FIRE INSURANCE COMPA  |
| TO PRINCE CONTROLLINE CONTROLLINE           | Lohn K Steward ssistant Secretary  | Gichard Vannese  |
| John  | K. Stewart   | Vice President Richard A. Annese   |
| STATE OF NEW J                              |  |  |
| qualified Notary P                          | lestchester Fire Insurance Compa   | 1989, before the subscriber, a decame the above-mentioned Vice President and Assistant, to me personally known to be the officers described they acknowledged the execution of the same, and be the officers of said Company aforesaid, and that the said of said Company, and the said Corporate Seal assubscribed to the said instrument by the authority as |
| direction of the said                       | officers were duly affixed and soll Company.   | ubscribed to the said instrument by the authority  |
| 7 7 7 7 5 5                                 |  | y hand and affixed my seal at the Township of Marie  |
|   | WHEREOF, I have hereunto set my bove written.  | y hand and anixed my sear at the Township of Morris,   |

This Power of Attorney is grante arsuant to Article IV of the By-Laws of the STCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE IV Execution of Instruments. "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

- to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts. obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements:
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article III, Section 9 of the By-Laws of the WESTCHESTER FIRE INSURANCE COMPANY as now in full force and effect.

ARTICLE III Section 9 Facsimile Signatures. "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

#### CERTIFICATE

State of New Jersey County of Morris

; ;

I, the undersigned, Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article IV and Article III, Section 9 of the By-Laws of the Corporation are now in full force and effect.

| Signed and sealed at the Township of Morris, New Jersey dated | 22nd | <br> |  |
|---|------|------|--|
| day of JANUARY , 19 92.                                       |      |      |  |

Assistant Secretary

Herbert H. Linder

#### ATTACHMENT "A"

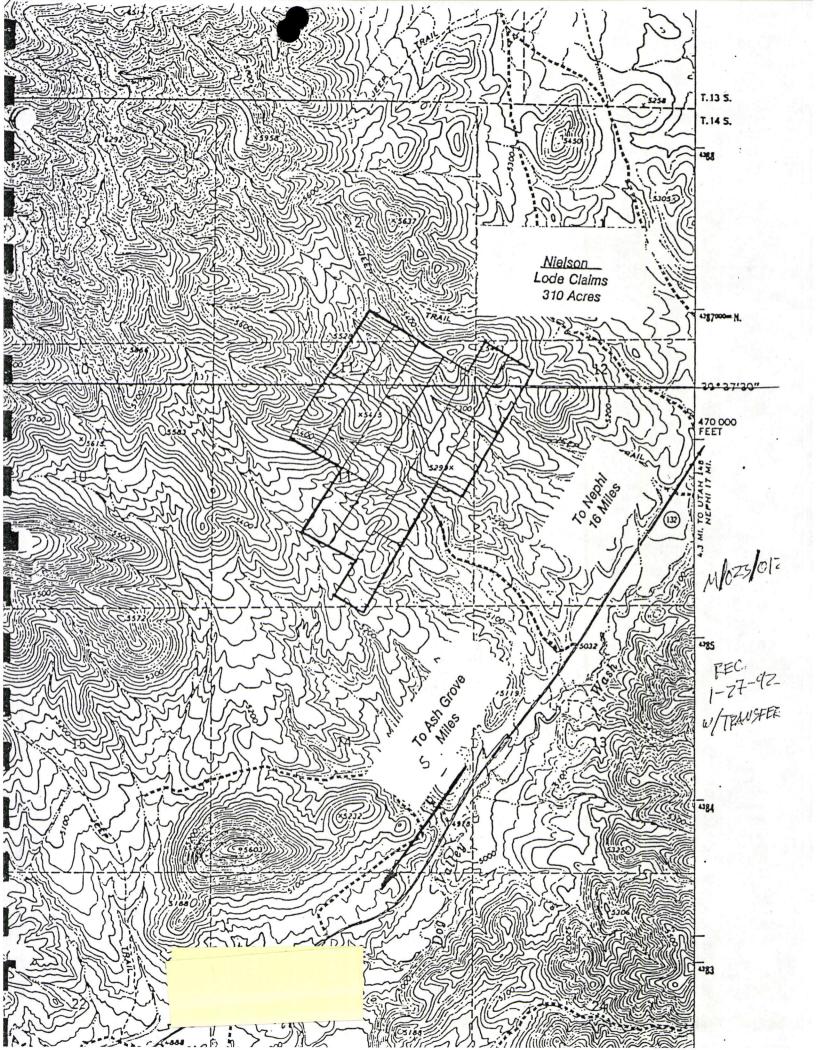
| Ash Grove Cement Company | · Nielson Quarry |              |  |
|--------------------------|------------------|--------------|--|
| Operator                 | Mine Name        |              |  |
| M/023/012                | Juab             | County, Utah |  |
| Permit Number            |                  |              |  |

The legal description of lands to be disturbed is:

SE 1/4 of Section 11, Township 14 South, Range 3 West, SLM, Juab County, Utah.

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#### United States Fire Insurance Company

A New York Corporation Home Office: New York, N.Y.

#### Westchester Fire Insurance Company

A New York Corporation Home Office: New York, N.Y. International Insurance Company

An Illinois Corporation Home Office: Chicago, Illinois

#### The North River Insurance Company

A New Jersey Corporation Home Office: Township of Morris, N.J

ć

M/023/012

NIELSON SANDSTONE

Crum and Forster

(Each a Capital Stock Company)

#### **ALL-PURPOSE SURETY CHANGE RIDER**

| n behalf of _ASH GROVE CEMENT WEST, INC.   |  |                            |
|--|--|----------------------------|
| (Nam   |  |                            |
| P. O. Box 25900, Overland Park, KS 6622  |  | (Principal),               |
| State of Utah (Address of Internal Resources, Dept. of Natural Resources, Dept. Of Nat |  | , a                        |
| nd in favor of Dept. of Macarar Resources, 2   | IV. of off, out a mining                                     | (Obligee),                 |
| xecuted by Westchester Fire Insurance Com  | pany   | , as                       |
|  | thousand three hundred and no                                |                            |
| ollars, effective <u>March 16</u> , 19_  | 90   |                            |
| The Principal and <u>Westchester Fire Insura</u> hanging the said bond as follows:   | nce Company h  | ereby consent to           |
| Effective: 1-1-92 Changing Principals name from: ASH GROV to: ASH GROV   | E CEMENT WEST, INC. E CEMENT COMPANY                         |                            |
| Nothing herein contained shall vary, alter or extend a tated.  | ny provision or condition of the bond oth                    | ner than as above          |
| Signed, Sealed and dated this14th  | day of <u>November</u>                                       | , 19 91                    |
| ccepted By   | John H. Ross III Vice-President & WESTCHESTER FIRE INSURANCE | COMPANY                    |
| Obligee  | J. Lenheiser   | Surety<br>Attorney-In-Fact |

## POWER OF ATTORNEY THE NORTH RIVER INSURANCE COMPANY PRINCIPAL OFFICE, TOWNSHIP OF MORRIS, N.J.

KNOW ALL MEN BY THESE PRESENTS: That THE NORTH RIVER INSURANCE COMPANY ("Company") a corporation duly organized and existing under the laws of the State of New Jersey, and having its Principal office in the Township of Morris, State of New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint J. D. Hamlet, L. D. Beck, Betty Hahn, Eunice Menefee, K. Perez, Pat Tijerina, and John Lenheiser of Dallas, Texas, each

| its true and lawful Agent(s) a   | nd Attorney(s)-in-Fact, with full p  | ower and authority hereby con       | ferred in its name, place and  |
|----------------------------------|--|-------------------------------------|--|
| stead, to execute, seal, acknow  | rledge and deliver: Any and a  | ll bonds and undertakings           | ·  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
|                                  |  |                                     |  |
| and to bind the Company the      | reby as fully and to the same extent   | t as if such bonds had been duly    |  |
| by the regularly elected officer | rs of the Company at its principal o   | ffice in their own proper person    | executed and acknowledged  |
| ,                                | and a supplied a suppl | The transfer of the proper parson   | <b>.</b> .   |
| This Power of Attorney limits    | the act of those named therein to  | the bonds and undertakings spe      | ecifically named therein, and  |
| they have no authority to bind   | I the Company except in the manne  | er and to the extent therein state  | ed.  |
| This Power of Attorney revoke    | es all previous powers issued in beha  | .lf af the attenues./s) in feet ac- |  |
| This tower of Attorney revoke    | s an previous powers issued in Dens  | in of the attorney(s)-in-fact nam   | ied above.   |
| IN WITNESS WHEREOF The           | e North River Insurance Company  | has caused these presents to b      | ne signed and attested by its  |
|                                  | porate seal hereunto affixed this  |                                     |  |
|                                  |  |                                     |  |
| CR INSU                          |  | THE NORTH BUYER INOU                | 24105 201424111  |
| Atte                             | <b>35</b> 1.   | THE NORTH RIVER INSUI               | RANCE COMPANY  |
|                                  |  |                                     |  |
| SHI HE                           |  |                                     |  |
|                                  |  | (V. i. )//                          |  |
| - Asistant Soo                   | retary   | schale (                            | Kinuse   |
| John K. Ste                      | ewart  | Vice Presid<br>Richard A.           | Annese   |
| STATE OF NEW JERSEY)             | and the state of t | James Brand Comment                 | mar year a section   |
| COUNTY OF MORRIS ) S             | s.:  | 100                                 |  |
|                                  |  |                                     | A company of the comp |
| On this 211 2nd                  | day ofAugust   | 19 <u>91</u> , before the           | subscriber, a duly qualified   |
| Notery Industry the State of     | New Jersey, came the above-ment me personally known to be the of   | ioned Vice President and Assist     | ant Secretary of The North   |
| ment and they arknowledged       | the execution of the same, and be  | nicers described in, and who ex     | d and said that they are the   |
| officers of Said Company afo     | resaid, and that the seal affixed t  | to the preceding instrument is      | the Corporate Seal of said   |
| Company, and the said Corpor     | ate Seal and their signatures as office  | cers were duly affixed and subsc    | ribed to the said instrument   |
| by the authority and direction   |  |                                     | Fil ( 1)   |
| PUBLIC                           |  |                                     |  |
| TIN, IEST MUNY WHEREOF,          | I have hereunto set my hand and DAWN M. BIAMONTE   | affixed my seal at the Township     | of Morris, the day and year  |
| that apone withen.               | NOTARY PUBLIC OF NEW JERSEY  | Maria W                             | 101/31 - 1-  |
| (Signed)                         | MY COMMISSION EXPIRES JULY 25, 1993  | · MUUXIII.                          | bianionto  |

**Notary Public** 

(Seal)

This Power of Attorney is granted pursuant to Article V. of the By-Laws of THE NORTH RIVER INSURANCE COMPANY now in full force and effect.

ARTICLE V., Execution of Instruments: "The Chairman of the Board, Vice-Chairman of the Board, President, or any Vice-President, in conjunction with the Secretary, or any Secretary, if more than one shall be appointed by the Board, or an Assistant Secretary, shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation."

This Power of Attorney is signed and sealed under and by the authority of Article IV., Section 9. of the By-Laws of THE NORTH RIVER INSURANCE COMPANY as now in full force and effect.

ARTICLE IV. Section 9. Facsimile Signatures: "The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed facsimile, lithographed, or otherwise produced. . . . The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued."

#### CERTIFICATE

State of New Jersey County of Morris

I, the undersigned, Assistant Secretary of THE NORTH RIVER INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing POWER OF ATTORNEY remains in full force and effect and has not been revoked and furthermore that the above quoted abstracts of Article V. and Article IV., Section 9. of the By-Laws of the Company are now in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

14th day of November 19 91

By 71arland 11. - Lundand
Assistant Secretary

Herbert H. Linder